

Amtrak



RECORDATION NO. 7577-A
Filed 1425

JAN 6 1984 - 11 50 AM

INTERSTATE COMMERCE COMMISSION

January 4, 1984

Secretary
Interstate Commerce Commission
12th & Constitution Avenue
Washington, D. C. 20423

Dear Secretary:


I have enclosed an original and one copy of the documents listed on the attachment that are to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

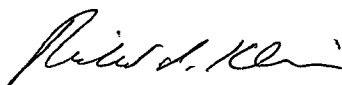
As indicated, these documents are amendment agreements to an equipment lease and a conditional sale agreement to terminate said lease and to prepay conditional sale debt.

We request that the agreements be cross-indexed.

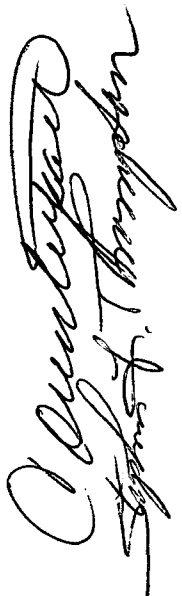
The names and addresses of the parties to each document as well as recordation numbers under which the primary document is recorded are shown on the attachment.

A fee of \$10.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to my attention.

Very truly yours, 



Richard I. Klein
Director, Treasury Services



ATTACHMENT

| <u>Document</u> | <u>Type of Equipment</u> | <u>Recordation Number of Primary Document</u> | <u>Name and Address of Parties</u> |
|---|--------------------------|---|--|
| Amendment Agreement dated 9-28-83 to lease dated 5-1-74 | (28) SDP40 locomotives | 7577 | Lessee: National Railroad Passenger Corporation 400 N. Capitol St., N. W. Washington, D. C. 20001 Attn: Richard I. Klein Trustee: First Security Bank of Utah, N.A. Trust Division 79 South Main Street Salt Lake City, Utah 84111 |
| Amendment Agreement dated 9-29-83 to Condi- tional Sale Agreement dated 5-1-74 | (28)SDP40 locomotives | 7577 | Assignee: Federal Financing Bank Department of Treasury Washington, D. C. 20015 Railroad: National Railroad Passenger Corporation 400 N. Capitol Street, N. W. Washington, D. C. 20001 Attn: Richard I. Klein |

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AMENDMENT AGREEMENT dated as of September 29, 1983
INTERSTATE COMMERCE COMMISSION
between Federal Financing Bank (hereinafter called the
"Assignee") and National Railroad Passenger Corporation
(hereinafter called the "Railroad").

WHEREAS, the Railroad entered into a Conditional Sale
Agreement dated as of May 1, 1974, as amended to date
(hereinafter called the "Agreement"), between the Railroad as
vendee and the General Motors Corporation as vendor (hereinafter
called the "Builder");

WHEREAS, the Builder and the Bank of America National
Trust and Savings Association (hereinafter called the "Original
Assignee") have entered into the Assignment dated as of May 1,
1974 (hereinafter called the "Original Assignment") with respect
to the indebtedness of the Railroad under the Agreement;

WHEREAS, the Original Assignment has been amended in
certain respects, including the substitution of the Assignee for
the Original Assignee as a party to the Original Assignment (the
Original Assignment, as amended and supplemented to the date
hereof being hereinafter called the "Assignment"); and

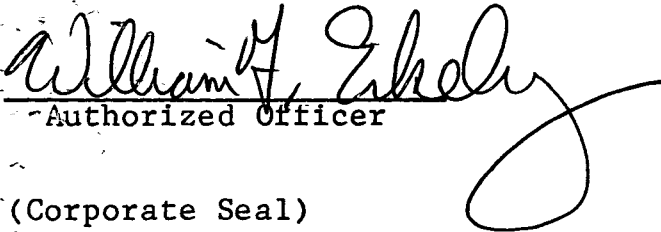
WHEREAS, the parties hereto now desire to provide for the
repayment by the Railroad of the outstanding indebtedness under
the Agreement and the reassignment of the Assignment to the
Railroad.

NOW THEREFORE, the parties agree as follows:

1. On September 29, 1983, Railroad shall repurchase all outstanding indebtedness under the Agreement by payment to the Assignee of a price which would, if such indebtedness were purchased and held to its maturity date, as indicated in Schedule A ("Maturity Date"), produce a yield to the purchaser for the period from September 29, 1983 to Maturity Date equal to the interest rate which would be set on a loan from the Secretary of the Treasury to the Assignee to finance a debt obligation having a payment schedule identical to the indebtedness under the Agreement, together with accrued interest through September 29, 1983 ("Repurchase Price"). The Repurchase Price shall be calculated by the Secretary of the Treasury as of the close of business two (2) business days prior to the date of such repurchase using standard U.S. Treasury Department calculation methods.
2. Assignee shall thereafter release and discharge the Railroad from Railroad's obligations to Assignee under the Agreement and the Assignment and shall be deemed to have assigned all of its rights thereunder to the Railroad.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

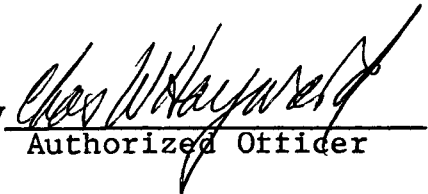
(Corporate Seal)
Attest:


Authorized Officer


(Corporate Seal)
Attest:

Authorized Officer

NATIONAL RAILROAD
PASSENGER CORPORATION

By 
Authorized Officer

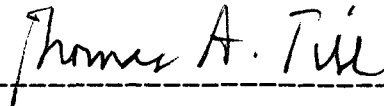
FEDERAL FINANCING BANK


C. Warren Carter
By Vice President
Authorized Officer

JXC

APPROVAL OF THE ADMINISTRATOR

The Federal Railroad Administrator on behalf of the Secretary of Transportation of the United States of America does hereby approve the foregoing Amendment Agreement in accordance with Article 23 of the Conditional Sale Agreement dated as of May 1, 1974, between General Motors Corporation as vendor and National Railroad Passenger Corporation as vendee and related documents.



Federal Railroad Administrator

DISTRICT OF COLUMBIA,) ss:

On this 27 day of September, 1983, before me personally appeared Thomas A. Till, to me personally known, who, being by me duly sworn, said that he is the Federal Railroad Administrator, that the foregoing instrument was signed by him by authority duly delegated to him by the Secretary of Transportation; and he acknowledged that the execution of the foregoing instrument was his free act and deed as the Federal Railroad Administrator.

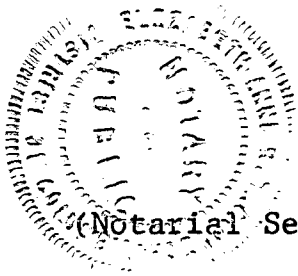

James A. Sloan
NOTARY PUBLIC

(Notarial Seal)

My Commission expires: April 14, 1987

DISTRICT OF COLUMBIA,) ss.:

On this 28th day of September, 1983, before me personally appeared C. Warren Carter, to me personally known, who, being by me duly sworn, said that he is Vice President of FEDERAL FINANCING BANK, that one of the seals affixed to the foregoing instrument is the seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.



Elizabeth Anne R. Tuckovich
NOTARY PUBLIC

My Commission expires: My Commission Expires Annual 14 1988

DISTRICT OF COLUMBIA,) ss.:

On this 26th day of September, 1983, before me personally appeared Charles W. Hayward, to me personally known, who, being by me duly sworn, said that he is Vice President-Finance of NATIONAL RAILROAD PASSENGER CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

John W. Trautdel Jr.
NOTARY PUBLIC

(Notarial Seal)

My Commission expires: 1-1-85

Schedule A

| <u>Description</u> | <u>Maturity Date</u> | <u>Principal</u> | <u>Accrued Interest</u> | <u>Net Repurchase Price</u> | <u>Repurchase Price</u> |
|--|----------------------|------------------|-----------------------------|-------------------------------------|-----------------------------|
| Conditional sale agreement for 29 SDP40F's dated 5/1/74 | 1-15-89 | \$5,135,092.03 | | | |